Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 1 of 19

The Note Holder will conver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. (D) No Waiver by Note Holder

Even if, at a time I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are

MULTISTATE ADJUSTABLE RATE NOTE (LIBOR Index)—Single Family—Freddie Mac MODIFIED INSTRUMENT Form 3590 1/01

(page 2 of 3 pages)

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Transfer of the Prop or a Beneficial Interest in Borrower. If Interest in the Property is any part of the Property or any d or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal) -Borrower (Seal) -Borrower (Seal) Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE

DECISION ONE MORTGAGE COMPANY, LLC

Deldro Theyleen

701.\$ to	d 04/12/10	Pagers 0
702.\$ to	SETTLEMENT	SETTLEMENT
703. Commission Paid at Settlement		1
704. to	1	-
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee % to		
802. Loan Discount % to		
803, Appraisal Fee to		
804. Credit Report to		
805 Broker Processing Fee to Community Lending	EE0.00	
806. Broker Fax Fee to Community Lending	550.00 35.00	
807, Underwriting Fee to Decision One Mortgage Company, LLC		
808. Broker Ovnt Fee to Community Lending	999.00	
809. Yield Spread Premium Community Lending \$3825,00 PC	20.00	
010.	0	
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest From 09/20/06 to 10/01/06 @ \$ 84.362500/day (11 days %)	202.00	
902 Mondage Insurance Premium months	927.99	
903. Hazard Insurance Premium 1.0 years	1	
904.		
	1	
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance 3.000 months @ \$ 88.85 per month	7	
1902. Mortgage Insurance months @ \$ ner months	266,55	
1003.City/Town Taxes 8.000 months @ \$ 13.68 per month	+	
1004 County Taxes 8,000 months @ c 4754	109.44	
1005.School Taxes 4.000 months @ \$ 211.47 per month	380.32	
1006. months @ \$	845.88	
1007 Aggregate Acounting Adjustmen months @ \$		
months @ \$ per month	-517.57	
1100. TITLE CHARGES		
1101.Tax Certifications to Suburban Abstract	T	
102.Domestic Relations Search to	35.00	
103. Title Examination to	+	
104.Title Insurance Binder to	-	
105.Document Preparation to	-	
106.Notary Fees/clerical to Valerie Schlechter	+	
107.Attorney's Fees to	35.00	
(includes above item numbers:	-	
108.Title Insurance to Suburban Abstract Affiliates, L.P.	+	
(includes above item numbers:	2.046.38	
109. Lender's Coverage \$ 382,500.00 2,046.38	-	
Tro. Owner's Coverage s	1	
111 PA Endorsments 100, 300, 8.1 to Suburban Abstract Affiliates, L.P.	-	
112, In Coming Wire Fee to Suburban About a filling	200.00	
13. Electronic Doc Fee to Suburban Abstract Affiliates, L.P.	15.00	
200. GOVERNMENT RECORDING AND TRANSFER CHARGES	50.00	
200. GOVERNMENT RECORDING AND TRANSFER CHARGES 201. Recording Fees: Deed \$: Mortgage \$ 129.50: Relieved	50.00	
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Valerie Schlechter Settlement Agent

A21

(STA-57011-V/STA-57011-V/35)



June 12, 2008

003819 1 AB 0.351 3819/003819/005494 022 01 AC021C RS250 106

Kenneth J Taggart 45 Heron Rd Holland PA 18966-2109

haddaddadhadlaaddaaddlaaladadabdadad

Dear Kenneth J Taggart :

RE: Loan Number

Client 106

Thank you for taking the time to contact our office regarding your mortgage loan. While we aim at completing our research requests within 15 business days, on occasion we are unable to meet our goal. Your request should be completed within 60 calendar days from the date we received your request.

We sincerely appreciate your patience and understanding while your request is being processed and researched. If you have any questions in the interim, please contact our Customer Relations department at (800)842-7654 from Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

Case 2:09-cv-01281-MAM Documes, 26-67/Fifed 04/12/10 Page 5 of 19Py

Post Office To Addressee

EH 2	42457707 US		UNITED STATES POSTA DELIVERY (POSTA Delivery Attempt	AL USE ONLY)	Post Office To Addressee
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PO ZIP Code	Day of Delivery	Postage	Delivery Attempt	Time	Employee Signature
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Date Accepted	Scheduled Date of Delivery	Return Receipt Fee	Delivery Date	Time AM	Employee Signature
	Month Day	S	Mo. Day	☐ PM	
Mo. Day Year	Scheduled Time of Delivery	COD Fee Insurance Fee	CUSTOMER USE		
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Flat Rate or Weight	2nd Day 3rd Day	S	Postal Service Acct. No.	authorize tha	it delivery employee's signature constitutes
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Visit WWW.US Call 1-800-222-18		TEMS			

Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 6 of 19

May 29,2008 Kenneth Taggart 45 45 Heron Rd Holland, Pa. 18966

Acct #

Re: 45 Heron Rd Holland, Pa 18966

America's Serviving Comapny Billing Inquiries/Customer Service P.O. Box 10388 Des Moines, IA. 50306-0388

Dear Sir or Madam:

This is a follow up letter from March 26,2008. I am writing you to dispute the amount of my mortgage balance, my escrow balance, as well as my monthly payment which would be a reflection of my mortgage balance and escrow balance; I believe these balances are not correct. I also believe the adjustment on my interest rate is incorrect. Please verify all information and provide me with escrow payments as well as data to support the interest rate adjustments and all other fees and charges regarding my mortgage balance, interest rate, escrow balance, and total montly payment with Principal, Interest, Taxes, & Insurance. Please adjust any finance charges relating to late fees, escrow adjustments, principal adjustments or monthly payments and send me a new statement. Please investigate the matter and correct any billing error as soon as possible.

There is also a payment that was not credited to my account sent May 16,2008 in the amount of: \$3,328.08. enclosed is a copy of the check sent.

Also, as a reminder, Creditors must follow the "Fair Credit Billing Act", as well as the "Fair Credit Billing Act" when resolving a dispute. As per the laws indicated a creditor must not report the disputed payment as late and must submit this to the credit bureau as a disputed account.

I hope this can get resolved as soon as possible. Pleas call me with any questions regarding this matter at: 267-987-3466

Your cooperation is greatly appreciated.

Sincerely,

Kenneth J Taggart

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Track & Confirm

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Label/Receipt Number: EH24 2457 707U S

Status: Delivered

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Your item was delivered at 10:31 AM on May 30, 2008 in DES MOINES, IA 50328 to ONE HOME CAMPU 50328. The item was signed for by S

WAGNER.

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FOIA

Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 8 of 19

708

KENNETH TAGGART
45 HERON RD
HOLLAND PA 18966

Pay to the
Order of

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Return Mail Operations PO Box 10388 Des Moines, I.A 50306-0388

KENNETH J TAGGART 45 HERON RD HOLLAND PA 18966-2109

Monthly Mortgage Statement

Statement Date Loan Number



Customer Service

Online www.mortgageaccountonline.com

Telephone 800-842-7654

Hours of Operation Mon - Fri, 8 AM - 6 PM, in your time zone

Fax 866-453-6315

Payments PO Box 1820 Newark NJ 07101

Correspondence PO Box 10328 Des Moines IA 50306

Summary

Payment (Principal and/or Interest, Escrow) Optional Product(s) Current Monthly Payment 06/01/08	\$3,188.55 \$0.00 \$3,188.55	Property Address 45 HERON RD HOLLAND PA 18966 Unpaid Principal Balance	\$377,551.18
Overdue Payments 05/01/08	\$3,188.55	(Contact Customer Service for you	r payoff balance)
Unpaid Late Charge(s) Other Charges	\$139.53 \$0.00	Interest Rate Interest Paid Year-to-Date Taxes Paid Year-to-Date	7.940% \$10,011.62 \$1,123.20
TOTAL PAYMENT DUE 06/01/08	\$6,516.63	Escrow Balance	\$1,789.44

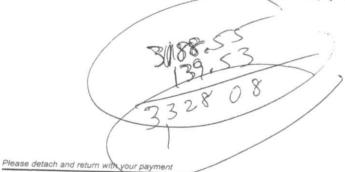
Important Messages

Your mortgage statement has a new look. It provides the information you need in a new easy-to-read format.

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late Charge	3.50	Other
05/16	LATE FEE							Other
						\$139.53-		

Late charges are assessed after the close of business on the assessment date and only after all payments received have been applied.



092258/008515 ACMY12 4258 ETM1C012 1



Loan Number Total Payment Due 06/01/08 After 06/16/08 Add Late Fee Total Amount Due After 06/16/08

\$6,516,63 \$139.53 \$6,656.16

A CHE STYL

Laie i

Check here and see reverse for address correction.

KENNETH J TAGGART

4258/092258/008515 352 01 ACMY12 106 012

Additional -Escrow

AMERICA'S SERVICING CO. PO BOX 1820 NEWARK NJ 07101-1820 MadadadMaadladMaladMaaddMaadd

Other E





June 21,2008 Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 11 of 19

June 21,2008 Kenneth Taggart 45 Heron Rd Holland, Pa 18966

America's Servicing Company P.O. Box #10328 Des Moines, Ia. 50306

Re: Acct #

To whom it may concern,

I am writing you to follow up on a letter dated: May 29,2008; This letter indicated some items in dispute. Since writing that letter, there has been a derogatory entry entered on my credit report indicating a late payment. This is in violation of the: "Fair Credit Reporting Act", and The "Fair Credit Billing Act".

Pleasse remove the derogatory rating and resolve the issues indicated in the letter. If this is not resolved in a timely manor, I will have no other choice but to take legal action to resolve this matter.

You may contact me with any question regarding this matter at: 267-987-3466. Your cooperation is greatly appreciated.

Yours Truely,

Kenneth Taggart

May 29,2008 Kenneth Taggart 14 45 Heron Rd Holland, Pa. 18966

Acct #

Re: 45 Heron Rd Holland, Pa 18966

America's Serviving Comapny Billing Inquiries/Customer Service P.O. Box 10388 Des Moines, IA. 50306-0388

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Your cooperation is greatly appreciated.

Sincerely,

Kenneth J Taggart

A30

Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 18 of 19 Copy Label Ti-8, March 2004

UNITED STATES POSTAL SERVICE® Post Office To Addressee

Post Office To Addressee DELIVERY (POSTAL USE OWA) EH 242457707 US Delivery Attempt AM Employee Signature ORIGIN (POSTAL SERVICE USE ONLY) □ PM Mo. Day Delivery Attempt Employee Signature C AM Next 2nd 2nd 2nd 2nd Section Section Receipt Fee □ PM Date Accepted Delivery Date AM Employee Signature S Scheduled Time of Delivery | CCD Fee □ PM | Mo. Day Insurance See CUSTOMER USE ONLY Time Accepted WAVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if
customer requests weiver of signature.
I wish delivery to be made without obtaining signature
of addressee or addressee's agent (if delivery employee)
lodges that article can be left in secure location) and I
authorize that delivery employee's signature constitutes
waild proof of delivery. □ AM ☐ 3 PM PAYMENT BY ACCOUNT Express Mail Corporate Acct. No. 5 Potal Postage & Fees □ PM Plat Rate | or Weight □ 3rd Dey S Federal Agency Apot. No. or Postal Service Acct. No. 2nd Day Int'i Alpha Country Code Acceptance Emp. Initials NO DELIVERY SRY Holiday Mailer Signature FROM: (PLEASE PRINT) TO: (PLEASE PRINT) PHONE (ZIF = 4 (V.S. ADDRESSES CHLY, DO NOT USE FOR FOREIGN FOSTAL GODES); FOR PICKUP OR TRACKING visit Www.usps.com FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

Call 1-800-222-1811

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FAQs

Track & Confirm

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Label/Receipt Number: 0307 1790 0003 4259 9654 Status: Delivered

Track & Confirm

Your item was delivered at 7:07 AM on June 24, 2008 in DES MOINES, IA 50306.

Enter Label/Receipt Number.

Additional Details > Return to USPS.com Home >

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No FEAR Act EEO Data

A32

U.S. Postal Service Delivery Confirmation neceipt Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 15 of 19 Article Sent To: (to be completed by mailer) June 21,2008 SERVICING COMPAN Kenneth Taggart P. 6. BOX 10328 45 Heron Rd DES MOINES, IA 50306 Holland, Pa 18966 Keep this receipt. For Inquiries: Postmark Access internet web site at Here www.usps.com ® America's Servicing Co or call 1-800-222-1811 P.O. Box #10328 CHECK ONE (POSTAL USE ONLY) 20E0 Priority Mail Service Des Moines, la. 50306 First-Class Mail parcel Package Services parcel PS Form 152, May 2002 Re: Acct #1

To whom it may concern,

I am writing you to follow up on a letter dated: May 29,2008; This letter indicated some items in dispute. Since writing that letter, there has been a derogatory entry entered on my credit report indicating a late payment. This is in violation of the:
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Yours Truely,

Kenneth Taggart

Case 2:09-cv-01281-MAM Document 26-5 Filed 04/12/10 Page 16 of 19

May 29,2008 Kenneth Taggart , 45 Heron Rd Holland, Pa. 18966

Acct #

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Also, as a reminder, Creditors must follow the "Fair Credit Billing Act", as well as the "Fair Credit Billing Act" when resolving a dispute. As per the laws indicated a creditor must not report the disputed payment as late and must submit this to the credit bureau as a disputed account.

I hope this can get resolved as soon as possible. Pleas call me with any questions regarding this matter at: 267-987-3466

Your cooperation is greatly appreciated.

Sincerely.

Kenneth J Taggart

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